

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

Henry Paul Berry

In Re:

DAVID W. BERRY

Debtor

MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)

Case No. 09-31231-HJB
(Chapter 11)

*02/02/10
Granted; the hearing of 2/3/10 is cancelled.*

EASTERN, a secured creditor in the above-captioned bankruptcy case, by its counsel, BRADLEY, MOORE, PRIMASON, CUFFE & WEBER, LLP, as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), or, in the alternative, for adequate protection, states the following as grounds therefor:

1. On JULY 20, 2009, the Debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., in the United States Bankruptcy Court, for the District of Massachusetts.

2. The Court has jurisdiction to entertain this Motion under 28 U.S.C. Section 157.

3. Eastern Bank (hereinafter "EASTERN") is a secured creditor herein and the holder of a duly perfected purchase money security interest in one (1) 2005 FORD TRUCK F250 SUPER DUTY VIN#1FTNF21585EC72736 (hereinafter "collateral") title standing in the name of Debtor and upon information and belief, in the possession and control of the Debtor, DAVID W. BERRY SR., above-named.

4. Pursuant to 11 U.S.C. Section 362, upon the commencement of the instant bankruptcy case, EASTERN is stayed from taking any action against the Debtor to obtain possession of the collateral.

5. On September 28, 2006, the Debtor, DAVID W. BERRY SR., entered into a Simple Interest Promissory Note & Security Agreement (hereinafter "Contract") for the purchase of the collateral. A copy of the Contract and Security Agreement is annexed hereto and referred to as Exhibit "A" and made a part hereof, Copy of Title is annexed hereto and marked "B".

6. As of November 9, 2009, the Debtor, DAVID W. BERRY, is in default of her

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11/9/09*